

C O N T R A C T A G R E E M E N T

H A Z L E T T O W N S H I P B O A R D O F E D U C A T I O N

A N D T H E

H A Z L E T T E A C H E R S A S S O C I A T I O N

(C O N T R A C T E D P U P I L T R A N S P O R T A T I O N D R I V E R S)



X 1983 - 1984

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AGREEMENT ON TERMS AND CONDITIONS OF EMPLOYMENT

BETWEEN

HAZLET TOWNSHIP BOARD OF EDUCATION

AND

HAZLET TEACHERS ASSOCIATION - CONTRACTED PUPIL
TRANSPORTATION DRIVERS

In recognition of the existence of mutual interests the parties involved have come to the following mutual agreements:

ARTICLE 1 RECOGNITION

A. The Hazlet Township Board of Education recognizes the Hazlet Teachers Association as the sole representative for collective negotiations concerning the terms and conditions of employment for the following personnel employed under contract by the Board:

Contracted Pupil Transportation Drivers who are holders of a valid Auto Bus #1 License

B. Unless otherwise indicated the term "Board" shall refer to the Hazlet Township Board of Education/ the term "Association" shall refer to the Hazlet Teachers Association and the term "Pupil Transportation Driver" shall refer to any employee defined in Section A above.

ARTICLE 2 DEDUCTION FROM SALARYA. Association Member Payroll Deduction

The Board agrees to deduct from the salaries of its Contracted Pupil Transportation Drivers for the Hazlet Teachers Association, The Monmouth County Education Association, The New Jersey Education Association, or the National Education Association, or any one of any combination of such Associations as said Contracted Pupil Transportation Drivers individually and voluntarily authorize the Board to deduct. Such deductions shall be made in compliance with Chapter 310 Public Laws of 1967 (NJSA 52:14-15.9e) and under rules established by the State Department of Education. Said monies together with records of any corrections shall be transmitted to the treasurer of the Hazlet Teachers Association by the 15th of each month following the monthly pay period in which deductions were made. The Association treasurer shall disburse such monies to the appropriate Association or Associations. Deduction authorizations shall be in writing in the form set below:

AUTHORIZATION

TO DEDUCT ASSOCIATION MEMBERSHIP DUES

NAME _____ SOC. SEC. NO. _____

SCHOOL BUILDING _____ DISTRICT _____

TO: SECRETARY OF BOARD OF EDUCATION, HAZLET, NEW JERSEY

I hereby request and authorize the above named Secretary of the Board of Education to deduct from my earnings an amount sufficient to provide for the payment of those yearly membership dues as certified by the organizations indicated in equal monthly payments for all or part of the current school year and for succeeding school years. I understand that the Secretary of the Board of Education will discontinue such deductions only if I file such notice of withdrawal as of the January 1 next succeeding the date on which notice of withdrawal is filed. I also agree that upon termination of employment, the Secretary of the Board of Education shall deduct any remaining amount due for that current school year. I hereby waive all rights and claims for said monies so deducted and transmitted in accordance with this authorization, and relieve the governing Board and all of its officers from any liability therefor. I designate the Hazlet Teachers Association to receive dues and distribute according to the organization(s) indicated:

Hazlet Teachers Association _____

National Education Association _____

Monmouth County Education Association _____

New Jersey Education Association _____

2. Each of the Associations named above shall certify to the Board, in writing, the current rate of its membership dues for each covered member. Any Association which shall change the rate of its membership dues shall give the Board sixty (60) days written notice by certified mail prior to the effective date of such change.

3. Additional authorizations for dues deduction may be received after August 1 under rules established by the State Department of Education.

4. The filing of notice of a member's withdrawal shall be prior to December 1 and become effective to halt deductions as of January 1 next succeeding the date on which notice of withdrawal is filed.

B. Non-Association Payroll Representation Fee Deduction

1. If an employee does not become a member of the Association prior to the commencement of a contract year (i.e. from July 1 to the following June 30) which is covered in whole or in part by this Agreement, said employee will be required to pay a representation fee to the Association for that contract year. The purpose of this fee will be to offset the employee's per capita cost of services rendered by the Association as majority representative. The fee is not to cover excluded union activities for which fee payment is not required, i.e. partisan activities, political activities or causes, or ideological positions only incidentally related to terms and conditions of employment, and/or any and all benefits available only to members of the majority representative.

2. Amount of Fee

a. Notification. Prior to the beginning of each contract year, the Association will notify the Board in writing of the amount of regular membership dues, initiation fees and assessments charged by the Association to its own members for the coming year. A representation fee to be paid by the non-members will be determined by the Association in accordance with the law.

b. Legal Maximum. In order to adequately offset the per capita cost of services rendered by the Association as majority representative, the Association will certify to the Board prior to the start of each contract year the amount of the representation fee to be assessed calculated on an amount equal to the regular membership dues, initiation fees and assessments charged by the Association to its own members and that it does not include any amount of dues, fees and assessments that are expended (1) for partisan, political or ideological activities or causes that are only incidentally related to terms and conditions of employment or (2) applied toward the cost of benefits available only to members of the majority representative. The actual representation fee shall be set at no more than 85% of the amount of membership dues, initiation fees and assessments as above defined.

3. Deduction and Transmission Fee

a. Notification. Once during the contract year covered in whole or in part by this Agreement, the Association will submit to the Board a list of those employees who have not become members of the Association for the then current contract year. The Board will deduct from the salaries of such employees, in accordance with paragraph (b) below, the representation fee and promptly transmit the amount so deducted to the Association.

b. Payroll Deduction Schedule. The Board will deduct the representation fee in equal installments, as nearly as possible, from the pay checks paid to each employee on the aforesaid list during the remainder of the contract year in question. The

deductions will begin with the first pay check paid.

1. Twenty (20) days after receipt of the aforesaid list by the Board.
2. Forty-five (45) days after the employee actually commences his or her duties of employment in a bargaining unit position unless the employee previously served in a bargaining unit position and continued in the employ of the Board in a non-bargaining unit position or was on a lay off, in which event the deductions will begin with the first pay check paid twenty (20) days after the resumption of the employee's employment in the bargaining unit position, whichever is later.

c. Termination of Employment: If an employee who is required to pay a representation fee terminates his or her employment with the Board before the Association has received the full amount of the representation fee to which it is entitled under this Article, the employee shall not be required to pay the entire year's representation fee but rather shall pay a prorata share of the representation fee in a percentage equal to the number of days employed divided by the number of work days in the contract year. In the event that the prorata share is more than the amount which has been deducted at the time of the employee's termination, the Board will deduct the unpaid portion of the fee from the last pay check paid to said employee during the contract year in question, provided that the Board is required to deduct the unpaid portion of union dues from the last pay check paid to union members during the contract year in question.

d. Mechanics. Except as otherwise provided in this Article, the mechanics for the deduction of representation fees and the transmission of such fees to the Association will, as nearly as possible, be the same as those used for the deduction and transmission of regular membership dues to the Association.

e. Changes. The Association will notify the Board in writing of any changes in the list provided for in paragraph (a) above and/or the amount of the representation fee, and such changes will be reflected in any deductions made more than twenty (20) days after the Board receives said notice.

f. New Employees. On or about the last day of each month, beginning with the month the Agreement becomes effective, the Board will submit to the Association, a list of all employees who commenced performing their duties of employment in a bargaining unit position during the preceding thirty (30) day period. The list will include names, job titles and dates of commencement of employment for all such employees. New employees shall pay a prorata share of the representation fee for the contract year in an amount equal to the percentage of the days employed divided by the total number of work days in the contract year.

g. Demand and Return. The Association shall establish and maintain at all times a demand and return system as provided by N.J.S.A. 34:13-A-5.5(c) and 5.6, and membership in the Association shall be available to all employees in the unit on an equal basis at all times. The Association shall provide evidence of the existence of this system to the Board and to all non-union members, before any deductions are made. In the event the Association fails to maintain such a system or if membership is not so available, the employer shall immediately cease making said deductions.

h. Indemnification and Hold Harmless Provision. The association shall indemnify and hold the Board harmless against any and all claims, demands, suits and other forms of liability, including liability for reasonable counsel fees and other legal costs and expenses that may arise out of, or by reason of any action taken or not taken by the Board in conformance with this provision.

i. Effective Date. The effective date for the commencement of the agency shop agreement for representation fees shall be the 1983/84 school year. In no event shall any representation fee be deducted by the Board, or transmitted to the Association for any portion of any preceding school year.

ARTICLE 3CONDITIONS OF WORKSection 1

Primary driving runs shall be picked by seniority so that senior drivers shall have their choice of runs. The Board reserves the right to adjust runs to provide an equitable distribution of time. It is understood that one-half hour of cleanup time is included in the run.

Section 2

Athletic runs shall be assigned to drivers hired specifically for this duty. The term "athletic runs" encompasses runs of this nature occurring both inside and outside of regularly scheduled primary runs. Should more than two buses be needed on any particular date, such assignment shall be made in accordance with the established rotation system as outlined in #3. It is understood that one-half hour of cleanup time is included in the run. One-half hour additional prep time will be added on non-school days.

Section 3

Extra runs shall be processed on a rotation basis with the rotation list developed by earliest date of hire and/or date of application. Should the driver on the #1 position refuse a run, that driver will be dropped to the bottom of the list in order to maintain the proper sequence of rotation. It is understood that one-half hour of cleanup time is included in the run. One-half hour additional prep time will be added on non-school days. Extra runs are considered to be the following:

- A. Field Trips
- B. Class Trips
- C. Club Trips
- D. Any other trips approved by the Board
but not constituting any of the above.

Section 4

The exception of the extra trip rotation shall be the 4:30 P.M. and 6:00 P.M. late bus at Raritan High School, or any other extra curricular runs of a permanent or semi-permanent nature, and shall be offered on a weekly rotation basis. This rotation shall be administered in the same manner as in 3. above.

Section 5

All hours worked in excess of forty (40) in any week shall be paid at the rate of one and a half times their base rate which shall include any longevity. The work week starts on Monday and ends on Sunday.

Section 6

Contracted stand-by drivers are required to report to the garage for duty and are guaranteed three hours straight time when they report.

Section 7

If a driver is assigned to have a bus inspected, that driver will be paid for three hours of straight time for one trip, provided the vehicle passes inspection or fails inspection for reasons beyond the driver's control.

Section 8

Drivers shall be paid for emergency school closing days at their normal daily pay, consisting of their basic route.

Section 9

Drivers who have not been contacted and show at the garage for an extra run that has been canceled, shall be entitled to two hours straight time.

Section 10

On days when a driver works less than the posted hours for a route, the driver will be paid for the posted hours, but will report to the Transportation Supervisor for other driving assignments within their normally scheduled hours.

Section 11

If additional time is required for a driver to complete a route because of early dismissal, one hour of straight time will be paid.

Section 12

Drivers shall be responsible for safety equipment, i.e., first aid kit and fire extinguisher pursuant to regulations established by the Transportation Supervisor, and if such equipment is irresponsibly misplaced or left unattended, shall be liable for replacement costs.

ARTICLE 4GRIEVANCE PROCEDURESection 1

A grievance is defined as a complaint by a driver that there has been a misinterpretation or misapplication of this contract or the inequitable application of Board Policy or an administrative decision regarding the driver's terms and conditions of employment.

Section 2

The grievance of any driver shall be discussed between the driver and the immediate supervisor, or the designated representative within ten (10) working days after the occurrence of the grievance. If not settled there, it shall be put in writing and discussed between the H.T.A. Representative, the driver, and the immediate supervisor. If not settled there, the H.T.A. may, within five (5) school days of the immediate supervisor's final decision, submit the matter in writing to the Assistant Superintendent of Schools and may, within ten (10) school days of the final decision by the Assistant Superintendent of Schools, submit the matter in writing to the Board. The grievance shall be reviewed by a Committee of the Board and the Committee; at its option, may hold a hearing with the aggrieved and the aggrieved's representative. If not waived by the Board, a hearing will be heard with the grievant within thirty (30) calendar days and a decision will be rendered in writing within thirty (30) calendar days of receipt of the grievance by the Board or the date of the hearing (whichever comes later).

Section 3

If the grievance is not satisfactorily resolved by the above procedure within ten (10) days of the decision of the Board Committee, then either party may request the New Jersey State Board of Mediation to appoint an arbitrator only if the grievance arises under a claim of misinterpretation or misapplication of this contract related to the terms and conditions of employment specifically set forth in this Agreement. The arbitrator shall limit himself to the issues submitted to him and shall consider nothing else. He can add nothing to or subtract anything from the Agreement of the parties. The decision of the arbitrator shall be advisory only. In deciding grievances the arbitrator shall be without power or authority to make any decision contrary to or inconsistent with, or modifying or varying in any way the terms of the Agreement or of applicable law. Only the Board and the aggrieved or his representative shall be given copies of the arbitrator's award.

ARTICLE 5SICK DAYS

Drivers shall be entitled to ten (10) sick days per year. Any driver employed after the start of the school year shall be pro-rated at the rate of one day per month for the balance of the school year. Unused sick days shall be accumulative without limit.

ARTICLE 6PERSONAL DAYS

Drivers shall be entitled to three (3) non-cumulative days of temporary leave of absence with pay per year. These days shall be paid at their normal daily pay consisting of their base route. Advance approval from the Transportation Supervisor and Superintendent shall be required (except for death and illness of a sudden and unexpected nature).

1. Absence because of death, illness or to attend the marriage or funeral of a member of the immediate family. (Immediate family is any member of the family unit no matter what degree of relationship).
2. Absence for attendance at court because of a subpoena.
3. Absence for transactions involving a legal instrument (deed, mortgage, property title, etc.) or a court order.
4. Absence for personal business.
5. Absence for observance of religious holidays.

ARTICLE 7JURY DUTYSection 1

An employee who is called for jury duty shall be paid full base salary by the Board for days actually in attendance at court.

ARTICLE 8AHEALTH-CARE INSURANCE PROTECTION

As of July 1, 1981, the Board shall provide the health-care insurance protection designated below. The Board shall pay the full premium for each employee and in cases where appropriate for family-plan coverage.

1. Provisions of the health-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association, and shall include all prior benefits previously agreed to.

2. All active employees and their spouses who are covered under Part B of the Federal Medicare Program shall receive a refund of the basic amount paid for timely enrollment in Part B.
3. The Board shall provide to each employee a description of the health-care insurance coverage provided under this ARTICLE which shall include a clear description of conditions and limits of coverage as listed above.

ARTICLE 8B

DENTAL INSURANCE PROTECTION

As of January 1, 1982, the Board shall provide the dental insurance protection designated below. The Board shall pay the full premium for individual or full family coverage (subject to the limitation of paragraph 3 following) for each employee. It is also understood that the dental insurance protection plan pays only 50% of covered services and it is the responsibility of the individual employee to pay the other 50% of the cost of the services.

1. Provisions of the dental-care insurance program shall be detailed in master policies and contracts agreed upon by the Board and the Association.
2. The Board shall provide to each employee a description of the dental-care insurance coverage provided under this ARTICLE which shall include a clear description of conditions and limits of coverage as listed above.
3. It is understood that the maximum premium to be paid by the Board is \$141.00 for employee only coverage and an additional \$307.68 for a total of \$448.68 for dependents coverage per employee per year. It is understood that the 1983-84 school year premium rates represent the "cap" for this benefit and will be subject to further negotiations in future years.

In the event that the 1984-85 contract is not settled on or before July 1, 1984, the Board agrees to continue this coverage up to December 31, 1984 or to the date of ratification of the successor agreement, whichever occurs first, on the same terms and conditions as are above set forth.

ARTICLE 9MANAGEMENT RIGHTS

The Board reserves to itself sole jurisdiction and authority over matters of policy and reserves the right (subject only to the limitations of this contract):

1. To direct employees of the district.
2. To hire, promote, assign, transfer and suspend, demote, discharge or take other disciplinary actions.
3. To lay off.
4. To maintain efficiency.
5. To determine the methods, means, and personnel by which school operations are conducted.
6. To establish reasonable work rules consonant with NJSA 34: 13A-5.3.
7. To take whatever actions may be necessary to carry out the mission of the school district in emergency situations.

ARTICLE 10NO STRIKE CLAUSE

The Association and Drivers agree that there will be no full or partial stoppages, no withholding of services, or refusal to perform any activities during the duration of this agreement. The Association agrees not to encourage any such improper action. Failure to perform contractual duties shall result in loss of pay and disciplinary action.

ARTICLE 11SALARY GUIDE

- A. The hourly base rate of pay for all drivers shall be as follows:

<u>STEP</u>	<u>1983-84</u>
1	\$4.95
2	5.16
3	5.49
4	5.82
5	6.20

- B. During the 1983-84 school year drivers who have been employed by the Board for a period of five (5) years or more but less than eight years prior to February 1, 1984, shall have twenty (20) cents per hour longevity added to their base rate as listed in Article 11A. Drivers who have been employed by the Board for a period of eight (8) years or more prior to February 1, 1984, shall have (60) cents per hour longevity added to their base rate as listed in Article 11A.

It is mutually agreed that drivers listed shall be placed on the salary step listed for the 1983-84 school year. All drivers employed on or after February 1, 1984 shall be employed on Step 1 in 1983-84 and shall remain on Step 1 for the 1984-85 school year.

ARTICLE 11 (Continued)LIST OF DRIVERS:

<u>NAME:</u>	<u>HIRE DATE</u>	<u>1983-84 STEP & LONGEVITY</u>
GALLOPO, AGATHA	5-10-66	5 **
SPRINGSTEEN, JOYCE	8-27-69	5 **
GILMORE, BARBARA	3-11-71	5 **
PAGANO, KATHERINE	8-24-72	5 **
MEYER, EILEEN	10-27-72	5 **
PECKAROVICH, BARBARA	9-11-73	5 **
HOWELL, SALLY	11-28-73	5 **
BACHMANN, MARY	3-03-75	5 **
GALLOPO, LYDIA	9-05-75	5 **
MC DONALD, CAROL	10-29-75	5 **
DORSEY, PATRICIA	1-06-77	5 *
LIEGEL, DONNA	2-15-77	5 *
PALADINO, JEAN	9-01-77	5 *
FEEHAN, URSULA	10-05-78	4 *
SALVATORE, ANTHONY	12-11-78	4 *
DORSA, JOAN	4-02-79	4
STEVENS, MADELINE	9-01-79	4
CANNIZZARO, SEBASTINO	9-01-79	3
GALVIN, MARY	9-01-79	3
MC ARTHUR, DIANE	9-01-79	3
GATELY, MARY	12-11-79	3
BRENNAN, LOIS	2-14-82	2
SHANNON, MARION	9-01-81	2
LA MANNA, ANTOINETTE	9-18-81	2
O'BRIEN, THERESA	9-18-81	2
MORAN, PATRICIA	1-29-82	2
AMARI, PAULA	9-01-82	2
BENOIT, MARIE	9-09-82	2
GRANHOLM, GERALDINE	10-04-82	2
THERIEN, JEAN	12-14-82	2
LAWSON, ALICE	9-01-83	1
GALVIN, CAROL ANN	9-19-83	1

* = 5 years experience

** = 8 years experience

ARTICLE 12DURATION OF AGREEMENT

This agreement shall be effective from July 1, 1983 and shall continue in full force and effect for a period of one year to June 30, 1984 midnight.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be signed by their duly authorized representatives on the 19th day of October, 1983.

FOR HAZLET TOWNSHIP BOARD
OF EDUCATION

FOR HAZLET TEACHERS
ASSOCIATION

Edward J. O'Brien Harry A. Camwell
Edward J. O'Brien, President Harry Camwell, President

Eugene A. Konopacki Sarah O'Neill
Eugene A. Konopacki Sarah O'Neill, Secretary
Board Secretary/
School Business Administrator

Patricia Dorsey
Patricia Dorsey

Jean Paladino
Jean Paladino

Madeline Stevens
Madeline Stevens